



VOLUNTEER WAIVER

This Document Affects Your Legal Rights, Read It Carefully

I, _____, wish to be a Dakota County volunteer for the following activity/event described as _____ (hereafter "Activity") effective _____. I recognize that there is a significant element of risk in any sport or activity associated with the outdoors and, if applicable, any transportation to and from the Activity, including but not limited to risk of accidents, property damage, serious injury, disability or death. I acknowledge this list is not inclusive of all possible risks associated with the Activity and that the list in no way limits the extent or reach of this Waiver. Knowing of the inherent risks, dangers and rigors involved, I certify that I am fully capable of participating as a volunteer in the Activity and am in good health and have no physical limitations that would preclude participating in the Activity. In consideration for being allowed to volunteer for the Activity, I further understand and agree to the following:

- (1) For the purpose of this Agreement, all references to "Dakota County" includes its employees, agents, other volunteers and contractors, and any other sponsors/providers and their employees, agents, volunteers and contractors.
- (2) I agree to participate as a volunteer for the Activity according to the rules and instructions of Dakota County, including, if applicable, WEARING A LIFE VEST (PERSONAL FLOATATION DEVICE) whenever I am on the water, wearing closed-toe shoes, gloves and any other protective clothing and/or gear when working outdoors, and/or any other appropriate protective equipment.
- (3) I understand and agree that any equipment, which I provide or may borrow or rent from Dakota County, I use at my own risk. I agree to use reasonable care in handling equipment and agree to only use the equipment for its intended purpose(s). I understand and agree that Dakota County shall not be liable for any loss, damage or injury resulting from any acts on my party of active or passive negligence.
- (4) WAIVER OF LIABILITY. I agree that my volunteer participation in the Activity is voluntary. I personally assume all risks in connection with the Activity and, if applicable, transportation to and from the Activity, and I hereby expressly forever release Dakota County from any claims, demands, injuries, damages, actions or causes of action whatsoever for any acts of active or passive negligence on the part of Dakota County or the site where the Activity is occurring.
- (5) I understand this is a binding agreement that supersedes any other agreements or representations and is intended to provide a comprehensive waiver and release of liability. If any part of this Agreement is deemed unenforceable, all other parts shall be given full force and effect.
- (6) I further give my permission to Dakota County to use photographs taken of me on this Activity for their promotional purposes.

I HEREBY CERTIFY THAT I AM LEGALLY COMPETENT TO SIGN THIS AGREEMENT AND/OR MY PARENT OR LEGAL GUARDIAN HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. I AM FULLY AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I UNDERSTAND THIS AGREEMENT IS A BINDING AGREEMENT AND I SIGN IT OF MY OWN FREE WILL.

Date

(Print your name)

Signature of Volunteer
(Must also be signed by parent or guardian if volunteer is a minor)

ADDITIONAL PARENT/GUARDIAN WAIVER FOR MINORS

I, the under-signed parent or legal guardian, do hereby represent that I am, in fact, acting in such capacity and agree to allow the minor named herein to participate as a volunteer for the above Activity. I agree to be responsible for any medical expenses incurred by the minor.

Date

(Print your name)

Signature of Parent or Legal Guardian